REQUEST FOR PROPOSALS

BOOKSTORE SERVICES

RFP # 2017-04

RFP RELEASED: 1/26/17
TECHNICAL QUESTIONS DUE: 12:00 p.m. on 2/8/17
PROPOSALS DUE: No later than 3:00 p.m. on 2/24/17

SUBMIT PROPOSALS TO:
San Bernardino Community College District
ATTN: Steven Sutorus, Business Manager
114 South Del Rosa Drive, San Bernardino, CA 92408
Phone: 909.382.4031 • Fax: 909.382.0174
Email: ssutorus@sbccd.cc.ca.us
# TABLE OF CONTENTS

1.0 INSTRUCTION TO VENDORS ........................................................................................................ 4
  1.1 NOTICE FOR INVITING PROPOSALS ................................................................. 4
  1.2 PURPOSE ............................................................................................................. 4
  1.3 REJECTION OF PROPOSALS ........................................................................... 4
  1.4 SUBCONTRACTORS ......................................................................................... 4
  1.5 RFP COMPLIANCE, FORMS, AND CERTIFICATES .............................................. 4
    1.5.1 ACKNOWLEDGEMENT OF INDEMNIFICATION & INSURANCE REQUIREMENTS ................................................................. 4
    1.5.1.1 INSURANCE POLICY REQUIREMENTS .................................................. 5
    1.5.2 NON-COLLUSION AFFADAVITS .................................................................. 5
    1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT .................................................. 5
  1.5.4 DIR COMPLIANCE ......................................................................................... 5
  1.6 CONFIDENTIALITY ............................................................................................. 5
  1.7 PROPOSAL FORMAT .......................................................................................... 6
  1.8 PROPOSAL SUBMISSION .................................................................................. 7
  1.9 VENDOR CONDUCT ........................................................................................... 7
  1.10 QUESTIONS REGARDING THIS RFP ............................................................... 7
  1.11 CONTRACT DOCUMENT ................................................................................ 7
  1.12 EVALUATION .................................................................................................. 8
  1.13 COST OF PROPOSAL DEVELOPMENT ............................................................. 8
  1.14 RFP INTERPRETATION AND ADDENDA .......................................................... 8
  1.15 AWARD ............................................................................................................. 8
  1.16 INDEMNIFICATION .......................................................................................... 9
  1.17 NOTICE OF SUIT OR ACTION FILED .............................................................. 9
  1.18 PROHIBITED INTEREST .................................................................................. 9
  1.19 FINAL CONTRACT ............................................................................................. 9
  1.20 TIMELINE ....................................................................................................... 10

2.0 DISTRICT PROFILE ........................................................................................................... 10

3.0 LEGAL SPECIFICATIONS ............................................................................................ 10

4.0 PROJECT SPECIFICATIONS .................................................................................. 11
  4.1 SCOPE OF PROJECT ........................................................................................ 11
  4.2 PROJECT OVERVIEW ...................................................................................... 11
APPENDICES:

APPENDIX A – NON-COLLUSION AFFIDAVIT ................................................................. 29
APPENDIX B – VENDOR PROFILE & DESIGNATION OF NAMES ................................. 30
APPENDIX C – PROFESSIONAL SERVICES AGREEMENT (SAMPLE) .............................. 31
APPENDIX D – LOCAL VENDOR DESIGNATION FORM ............................................... 37
APPENDIX E – FINANCIAL STATEMENTS (Must be supplied by Vendor)
INSTRUCTION TO VENDORS
This section will provide necessary information for vendors to qualify as legally “responsive” to this Request for Proposal (RFP). This section should be reviewed carefully before attempting to respond so that proposals are not rejected on a minor technicality that could have been avoided.

1.1 NOTICE FOR INVITING PROPOSALS
Notice is hereby given that the Governing Board of the San Bernardino Community College District (SBCCD) of San Bernardino County is issuing a Request for Proposal for a qualified contractor to provide Bookstore Services for our two community college campuses as summarized in the scope of work herein. SBCCD hereby invites you (VENDOR) to submit a Proposal according to the terms and procedures defined herein no later than 3:00 p.m. (PDT), 2/24/17, directed to Steven Sutorus, Business Manager, at 114 S. Del Rosa Dr., San Bernardino, CA 92408 as per the specifications on file with the Business Services office.

1.2 PURPOSE
San Bernardino Community College District is seeking proposals from qualified vendors who can provide complete and comprehensive bookstore services for the management and operation of the campus bookstores. It is the intent of the SBCCD to engage a vendor who will provide contracted services as described herein.

1.3 REJECTION OF PROPOSALS
SBCCD’s Governing Board reserves the right to reject any or all proposals or any part of each proposal; to waive any irregularity in any proposal and to determine which, in its sole judgment, best meets SBCCD’s needs to receive an award after successful contract negotiations. VENDOR may not withdraw its proposal for a period of one hundred eighty (180) days after the opening thereof.

1.4 SUBCONTRACTORS
If a subcontractor will be used by VENDOR to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be specified in the proposal.

1.5 RFP COMPLIANCE, FORMS, AND CERTIFICATES

1.5.1 ACKNOWLEDGEMENT OF INDEMNIFICATION AND INSURANCE REQUIREMENTS
There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with SBCCD. The VENDOR shall maintain Workers’ Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response. SBCCD requires the following levels of coverage:
A. Commercial General Liability including personal injury and property damage in the amount of $3,000,000;
B. Employer’s Liability in the amount of $3,000,000;
C. Professional Liability in the amount of $3,000,000;
D. Automobile Liability, all automobiles, in the amount of $300,000 for combined single limit.
1.5.1.1 INSURANCE POLICY REQUIREMENTS
The foregoing insurance coverage plans shall be primary and non-contributing with respect to any other insurance which may be maintained by SBCCD.

A. All policies, except for Workers’ Compensation and Employer’s Liability and Professional Liability, shall be endorsed to include the San Bernardino Community College District as an additional insured and contain a Cross Liability or Severability Clause.

B. The Workers’ Compensation and Employer’s Liability policies shall be endorsed to waive all rights of subrogation against SBCCD.

C. SBCCD does not represent or warrant that the types or limits of insurance adequately protect VENDOR’S interest or sufficiently cover VENDOR’S liability. Failure by VENDOR to maintain the insurance coverage plans specified herein shall be considered a material breach of this Agreement.

D. Prior to commencing work, VENDOR will furnish SBCCD with properly endorsed certificates of insurance acceptable to SBCCD which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to SBCCD. All certificates must be faxed or emailed, followed by a hard copy “wet ink” signed original in the mail to: San Bernardino Community College District, Attn: Steven Sutorus, Business Manager, 114 South Del Rosa Drive, San Bernardino CA 92408.

E. No payments will be made to VENDOR until current and complete certificate(s) of insurance are on file with the Business Services Department of SBCCD.

1.5.2 NON-COLLUSION AFFADAVITS
Affidavits are required to be completed by the VENDOR declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT
Vendors may designate selected portions of their proposal as confidential, such as proprietary information not publicly disclosed about their products. However, if a claim to release the confidential portion is made under the California Public Records Act, SBCCD will notify the VENDOR of such a claim but will not defend the VENDOR’s rights to privacy.

1.5.4 SB 854 DIR COMPLIANCE
Bidders are advised that this contract may be a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Director of the Department of Industrial Relations at http://www.dir.ca.gov/OPRL/dpewagedetermination.htm As of March 1, 2015 all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. http://www.dir.ca.gov/Public-Works.html

1.6 CONFIDENTIALITY
The submitted proposals and Response Forms are public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code
SBCCD will notify the VENDOR of any public request for disclosure of such documents.

1.7 PROPOSAL FORMAT
VENDOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order presented in this RFP. It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all costs related to the successful implementation of the products and services requested. If there are additional costs or requirements which are not covered in the RFP and appendices it is the VENDOR’s responsibility to present that information during the RFP Window (the time following RFP release and the date the RFP responses are due). Failure to disclose any of these costs in the RFP response may constitute disqualification. All proposals should be submitted in the following format to enable SBCCD to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

Section 1.0 EXECUTIVE SUMMARY
Vendors are asked to outline briefly the entire scope of the proposal and key elements to which readers should pay particular attention.

Section 2.0 VENDOR PROFILE
Vendors may describe in narrative form the nature and history of their company, relationships with other vendors if proposing jointly, etc.

Section 3.0 LEGAL SPECIFICATIONS
Vendors may wish to clarify their responses on the legal specifications and their policies with respect to contract negotiations. A blanket rejection of all SBCCD Services Agreement terms in lieu of VENDOR standard contract terms will deem VENDOR as non-responsive and may remove them from consideration.

Section 4.0 PROJECT SPECIFICATIONS
VENDOR shall outline and describe their solution and services proposals following the scope and specifications enumerated in Section 4.0. Specific exceptions to SBCCD specifications should be described and justified here as well as any additional information the VENDOR feels relevant to their proposal. Paragraphs shall be numbered to follow the enumeration of Section 4.0 so as to provide the Evaluation Committee the ability to objectively score each proposal.

Appendices:
The only official response to this RFP is what is submitted on the RFP Response and the appendices included with this proposal. Ancillary and supplemental comments will be considered in the evaluation but cannot substitute or contradict responses put in the forms.

Appendix A - Non-Collusion Affidavit
No additional directions necessary. This standard form is self-explanatory.
Appendix B - Vendor Profile Form & Designation of Names
This is the official signature page for the RFP Response and where pertinent information is identified.

Appendix C - Services Agreement
Included in this appendix to the RFP is an example of all of SBCCD's required legal clauses. If an alternate is proposed, exact language must be included in VENDOR response.

Appendix D – Local Vendor Designation
No additional directions necessary. This standard form is self-explanatory.

Appendix E - Financial Statements
Furnish evidence of financial stability and provide complete current financial statements or reports for the past three (3) fiscal years of operation, including a statement by a Certified Public Accountant for each report.

1.8 PROPOSAL SUBMISSION
Ten (10) copies of the proposal and (1) one USB flash drive of the electronic RFP response are required. Proposal copies should be submitted in three-ring, loose-leaf binder form. All data shall be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the proposal. All blank spaces provided must have entries.

Proposals must be received in sealed envelopes or containers clearly showing the VENDOR name, address and San Bernardino Community College District, Bookstore Services RFP 2017-04. No proposals may be withdrawn after submission.

1.9 VENDOR CONDUCT
During the RFP Window (from release of this RFP to Final award), VENDOR is not permitted to contact any SBCCD employees or members of the Governing Board unless at the request of SBCCD's designated contact person found on the title page of this RFP or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

1.10 QUESTIONS REGARDING THIS RFP
Any administrative or technical questions concerning the requirements presented in this RFP must be directed to the contact on the title page of this RFP via US Mail, fax, or e-mail; e-mail is preferable. Technical questions must be submitted to Steven Sutorus, Business Manager (ssutorus@sbccd.edu) no later than 12:00 p.m. on 2/8/17. The Evaluation Committee will draft responses to be posted as Addenda.

1.11 CONTRACT DOCUMENT
Certain contract language acceptable to SBCCD covering all of the services specified in this RFP are detailed in Appendix C and Section 3.0 related thereto. No terms or conditions can be added or changed by vendors after the proposals are received by SBCCD. Attempts to change the terms or conditions specified after the proposals are received by SBCCD may cause a proposal to be rejected as non-responsive. Vendors may propose alternate and additional language to the terms provided, but are subject to negotiation and acceptance by SBCCD.
1.12 EVALUATION

The SBCCD evaluation committee will assess the proposals received in response to this RFP. The successful proposal will be the proposal submitted in response to this RFP by the submittal deadline that is the most advantageous. The evaluation of proposals and the selection of the successful proposal will be based on the information provided by the proposer in its proposal, including, without limitation, firm experience and staff, online plan room, archive capabilities, technical approach and management plan for reprographics services, sample deliverables, proposed fee and any other responses to the Contractor's qualifications.

Completeness of Proposal: Any proposal that does not contain each element described in this RFP, fully completed, initialed or executed, as appropriate, may be judged to be incomplete and may not be considered further.

a. Compliance with required forms, certificates, and format
b. Completion of the RFP response forms
c. Acceptance of SBCCD's Services Agreement, or alternatives proposed
d. Sufficient references for which similar types of services had been provided
e. Proof of financial stability and viability
f. Value and quality of services to be rendered

In the event a single proposal is received, SBCCD may conduct a separate cost analysis of the proposal. Where it is not possible to obtain a valid cost analysis, it may be necessary for SBCCD to conduct an independent cost analysis of the proposal price.

1.13 COST OF PROPOSAL DEVELOPMENT

SBCCD disclaims any financial responsibility for, and VENDOR shall be solely responsible for, any costs incurred by the VENDOR in responding to this RFP, whether or not it is the successful VENDOR, including the costs for bonding, legal costs for any reason, visitation/travel expenses, reproduction, postage and mailing, and the like.

1.14 RFP INTERPRETATION AND ADDENDA

Any changes, clarifications, or other interpretations regarding this RFP may be sent by SBCCD to each VENDOR who has received or requested an RFP and in addition, will be posted on District’s website. These Addenda will become part of the RFP and will be included by reference in the Final contracts between the VENDOR(s) and SBCCD.

1.15 AWARD

As explained above, any award is subject to successful contract negotiations between SBCCD and the selected VENDOR. Selection as the Preferred Vendor is not an award and the process will be concluded with the execution of the final agreement(s) with the VENDOR concerned pursuant to Governing Board authorization. The final Agreement(s) shall be signed by the successful VENDOR and returned, within ten (10) working days after the Agreement has been mailed or otherwise delivered to VENDOR. No Agreement shall be considered as in effect until it has been fully executed by all of the parties thereto. Failure to execute the Agreement within ten (10) working days after the Agreement has been mailed or otherwise delivered to the successful VENDOR shall be just cause for the cancellation of the award. Award may then be made to an alternative VENDOR (selected by the Committee), or the proposal may be re-advertised as SBCCD may decide.
1.16 INDEMNIFICATION

VENDOR agrees to indemnify, defend and hold harmless SBCCD and its Governing Board, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney’s fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (a) the negligent acts, errors, or omissions of VENDOR or VENDOR’s subcontractor, agents or employees; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of VENDOR or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) VENDOR breach of its warranties or obligations under this Agreement.

The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

1.17 NOTICE OF SUIT OR ACTION FILED

The VENDOR shall give SBCCD immediate notice of any suit or action filed or prompt notice of any claim made against SBCCD arising out of the performance of this contract. The VENDOR shall furnish immediately to SBCCD copies of all pertinent papers received by the VENDOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the VENDOR shall authorize representatives of SBCCD to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

1.18 PROHIBITED INTEREST

No Board member, officer, or employee of the San Bernardino Community College District or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 490-497) of the Government code of the State of California.

1.19 FINAL CONTRACT

The following documents are considered part of the final agreement, in order of precedence:

A. The final agreement between SBCCD and the VENDOR(s);
B. All schedules, implementation plans, service descriptions, and the like developed during the proposal evaluation phase for inclusion in the Final agreement;
C. The VENDOR proposal in total, including all addenda and attachments;
D. This RFP as originally released, with Appendixes, Exhibits, and any addenda released prior to proposal opening;
E. RFP Response and any addenda released prior to proposal opening.

SBCCD may terminate any resulting Agreement(s) for convenience at any time by giving the VENDOR written notice thereof. Upon termination, SBCCD shall pay the VENDOR his allowable cost incurred to date of termination, and those costs deemed reasonably
necessary by SBCCD to effect such termination. The effective date of termination shall be the date of Notice of Termination.

1.20 TIMELINE
The anticipated timeline, subject to change, for the complete process is as follows:

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<tr>
<th>Event</th>
<th>Tentative Date</th>
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<tbody>
<tr>
<td>RFP Release – Response Window Opens</td>
<td>1/26/17</td>
</tr>
<tr>
<td>Technical Questions Due</td>
<td>2/8/17</td>
</tr>
<tr>
<td>Proposals Due – Response Window Closes - 3:00pm</td>
<td>2/24/17</td>
</tr>
<tr>
<td>Presentations of Selected Respondents, if applicable</td>
<td>TBD</td>
</tr>
<tr>
<td>Preferred Vendor selected, contract negotiated and awarded</td>
<td>4/1/17</td>
</tr>
<tr>
<td>Contract subject to Governing Board approval</td>
<td>5/11/17</td>
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<tr>
<td>Work Commences</td>
<td>7/1/17</td>
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2.0 DISTRICT PROFILE

The San Bernardino Community College District was established in 1926 and serves most of the County of San Bernardino and a small portion of the County of Riverside. The District includes two comprehensive community colleges: San Bernardino Valley College and Crafton Hills College, a Professional Development Center, and KVCR-TV and FM. The District employs approximately 800 full-time permanent faculty and staff and approximately 600 part-time faculty, and have approximately 17,500 students enrolled in one or more courses during the 2016 Spring Semester.

3.0 LEGAL SPECIFICATIONS

SBCCD's Legal Specifications are contained in a sample contract template in Appendix C. This reflects the terms and conditions necessary to be included in the Final agreement(s) for the products and services specified herein. These specifications are to be used as the basis for the Final agreement(s) but are negotiable. The purpose will be to standardize the evaluation of the VENDOR agreements and to augment them where there are provisions required by SBCCD that are not included in the existing VENDOR agreements. SBCCD requires that each of these specifications be addressed in the Final agreement(s) in essentially the language provided or some acceptable substitute language. The inclusion of the VENDOR standard forms and/or boilerplate does not constitute a response to these Legal Specifications.
4.0 PROJECT SPECIFICATIONS

This section will provide necessary information regarding the services SBCCD shall expect outlined and described in a successful proposal.

4.1 SCOPE OF PROJECT

This section should establish that Vendor understands SBCCD’s objectives and requirements by demonstrating its ability to meet those requirements and outlining the plan for accomplishing the specified work.

4.2 PROJECT OVERVIEW

A. OPERATIONS SUMMARY

a. Names of Bookstores. The names of the Bookstores shall be the “San Bernardino Valley College Bookstore” and “Crafton Hills College Bookstore” or other names that are mutually agreed upon.

b. Credit. The Contractor shall operate the Bookstores on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the District.

c. Locations. The Contractor shall manage and operate the Bookstore located on the San Bernardino Valley College Campus (“SBVC”) in San Bernardino, CA and the Bookstore located on the Crafton Hills College Campus (“CHC”) in Yucaipa, CA.

d. Bookstores Business Volume and College Enrollment. For the fiscal year ending June 30, 2016, the San Bernardino Valley College and Crafton Hills College Bookstores had approximately $2.5 and $1.5 million in annual gross sales/rentals, respectively. Annual enrollment is approximately 17,000 and 8,000 students, respectively. See Exhibit B for Bookstores financial reports.

e. Pricing. Prices to be charged for goods and services are to be determined by the Contractor, but the District expects to receive discounted prices from retail and reserves the right to request review and reconsideration of prices judged to be excessive and the Contractor agrees to disclose actual cost of any item(s) reviewed.

f. Goods and Services. The Contractor shall provide the SBCCD community with a full range of packaged course materials, new textbooks, used textbooks, digital textbooks and course materials, custom published materials, rental textbooks, general books, reference books, supplies, art supplies, computer/technology supplies, computer software, electronics, postage stamps, magazines, jewelry, novelties, over-the-counter medicine, general merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids, special order services, graduation regalia and graduation-related merchandise, class rings, and other merchandise and services expected from full-service college bookstores.
The following services must be provided for the campuses, with no profits/revenues going to the Bookstores:

- Ticket sales for Theatre/Campus events, including the use of the Bookstores’ register and accounting system
- Use of Bookstore website for online ticket sales of Theatre productions and other campus events. Includes the set-up of the webpages
- Faculty Regalia – order/distribution/return of faculty rented gowns
- Sales of Campus Print Card for use with student printing services on campus
- Sales of AS discount stickers
- Sales of Public Theatre Tickets – Regal/Kirkorian
- Sales of Assessment Tests/Hobert Exams for the Counseling department
- Sales of Fit Testing for the Emergency Tech programs
- Processing on-campus payments for Campus Parking Passes
- Sales of High School Student Bus Passes
- Sales of College Catalogs
- Student Look-up Computer Stations for Campus/Bookstores website services and the printing of a registration print-out
- Textbook Rentals for Funded Programs – Books are purchased by funded programs and the Bookstores process them as Rentals
- District and Contractor may negotiate additional bookstore-related services as needed during the term of this contract

g. Sales not Exclusive. The District may authorize the sale of certain items by approved Contractors, student groups, or by organizations of SBCCD.

h. Withdrawal of Goods. The Contractor shall, to the satisfaction of the District, timely withdraw from display or sale any item(s) which the District requests not be displayed or sold. The following items may not be displayed or sold at either campus Bookstore: food (except snack foods of a brand not carried by the cafeterias, such as candy bars, chips, nuts, bottled soft drinks, etc.), cigarettes and other tobacco products, liquor, gambling items or sexually explicit materials.

i. Change Locations. The District has the right to add or remove Bookstore locations if the District deems such additions or removals are in the best interest of SBCCD.

j. Fixtures/Equipment. The Contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell College merchandise at designated special events on campus to capitalize on sales opportunities.

k. Website/Mail Order. The Contractor shall manage and operate full-service Website/Mail Order Programs that are convenient for students to use.

l. Special Events. The Bookstores shall support special events (lectures, readings, speakers, etc.) on campus by selling books and other items at College events as requested by the District.

m. Donations and Scholarships. The Bookstores shall provide donations of merchandise and Bookstore gift cards to support various departments, programs, and events on
the SBCCD campuses. The successful Contractor will also be expected to establish a scholarship fund with each College Foundation and fund it annually.

n. Trash Removal/Recycling. The Contractor shall be required to participate in the District’s recycling program. The Contractor shall remove all trash and recyclable materials and place them in the proper SBCCD recycling containers.

o. Environmental Sustainability Practices. The Contractor shall utilize environmentally friendly practices in its operation of the Bookstores, subject to District review and approval.

p. Reporting Requirement. The Contractor shall report to the District’s Vice Chancellor, Business & Fiscal Services, the campus’ Vice Presidents of Administrative Services, or designees.

q. Licensing, Permits, Taxes. The Contractor shall secure and pay for all federal, state, and local licenses and permits required for the operation of the Bookstores. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstores provided herein, including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes. The District shall not be responsible for any debts or deficits incurred by the Contractor.

B. CUSTOMER SERVICE

a. Excellent Service. The Contractor shall provide, to the satisfaction of the District, excellent customer service at the Bookstores.

b. Image and Reputation. The Contractor shall operate the Bookstores in a manner that reflects the image and reputation of SBCCD and supports the mission of the Colleges. The Contractor shall become involved in the academic, cultural, and social environment at the Colleges, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of the Colleges.

c. Cooperation. The Contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of the colleges with respect to Bookstore services and merchandise.

d. Hours of Operation. Normal Bookstore hours are Monday – Thursday 7:45 AM to 6:00 PM, and Friday 7:45 AM to 3:00 PM. Bookstores Hours of Operation shall, at a minimum, conform to that schedule, and shall be defined by the campuses in conjunction with the Contractor. Changes to the defined hours of operation must be approved by the District and the campuses. During all hours of operation, including peak business hours and extended hours of operation, the Contractor shall staff the Bookstores adequately to provide the level of service required by the District and the campuses. The District may, at its sole discretion, change the hours of Bookstore operations upon seven (7) days’ notice.

e. Refund Policy. The Contractor’s refund policy must be sensitive to the needs of SBCCD Students and customers and must, at a minimum, conform to the existing
policy as follows:

- Original cash register receipt and student ID are required for all returns/exchanges.
- All merchandise returned for any reason must be in original condition.
- Textbook refunds are given the first two weeks of the Fall/Spring semesters and the first week of Summer sessions. All short-term classes have exactly one week from the start date of class to return/exchange. After the above refund periods, all textbooks are no longer refundable or eligible for exchanges. All textbook sales are final.
- New textbooks must not have any bent or torn pages, marks, writing, highlighting or other damage. All shrink-wrapped books or packages are not returnable if opened. Textbooks with computer software cannot be returned if software is opened.
- No returns are accepted for course packets or any book or package marked "Not Returnable."
- The Contractor reserves the right to determine whether a full refund, a used textbook refund, an exchange, or no refund will be given for returned textbooks.
- For online textbook orders the refund policy is the same as in-store purchases.
- General merchandise may be returned within 3 working days of purchase. Merchandise returned for refund or exchange must be in original packaging with all labels intact and attached, undamaged and in saleable condition. The Contractor reserves the right to determine the condition of the merchandise. Only an exchange will be granted if the item purchased is defective.
- Items not eligible for refund or exchange: balloon bouquets, bus passes, catalogs, clearance items, culinary items, drinks, EKG Electrodes, Flo tubes, food, gift cards, medications, mouth pieces, Scantrons, special orders, stethoscopes, and study aids such as Max Notes, Exam Notes, and Quick Study Bar charts.

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<tr>
<th>If paid by</th>
<th>Refund will be</th>
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<tbody>
<tr>
<td>Cash</td>
<td>Cash</td>
</tr>
<tr>
<td>Debit/Credit Card</td>
<td>Credit issued to original debit/credit card</td>
</tr>
<tr>
<td>SBVC/CHC Gift Card</td>
<td>Credit issued to gift card. Not redeemable for cash</td>
</tr>
<tr>
<td>Student Program Charges</td>
<td>Credit issued to program. Not redeemable for cash</td>
</tr>
<tr>
<td>Check</td>
<td>7 work days from date of check for cash refund</td>
</tr>
</tbody>
</table>

C. EMPLOYMENT

a. Contractor Personnel. The District expects limited turnover of management personnel in order for the Contractor to meet the District’s expectations. The District shall have the right to be included in the selection of new employees. Contractor shall notify District in the event of management personnel changes at least 30 days prior to said changes. District has the right to reject proposed changes in management personnel. All employees of the Contractor who are working on campus, or who service the campus directly, shall be approved by the District and are subject to the District’s standards of conduct expected of District employees.
Contractor’s employees shall be subject to the same background, security and Livescan requirements as District employees. The District reserves the right to reject any Bookstore employees who, in the judgment of the District, are not qualified to perform the work or are otherwise unsuitable to work on the District’s premises. Contractor personnel may be subject to dismissal at the request of the District for serious violations and for conduct unfavorable or offensive to the District or its students. The Contractor shall provide the District with a copy of its Employee Handbook.

b. Existing Employees. Critical to the District’s evaluation of Proposals and imperative for the successful transition to contract management is the successful placement and treatment of existing Bookstore staff and management. The successful Contractor agrees to maintain and manage the employment of existing employees as employees of the District as follows: The Bookstores’ Manager shall remain on the District’s payroll for a minimum of three years. All California School Employee Association (“CSEA”) employees will remain on the District’s payroll for a minimum of five years. If an employee leaves employment during the term of the agreement, that position will be vacant and the District will not fill the position; rather, the position will be filled by the Contractor per Section e. For existing CSEA employees, the terms and conditions of the current, in-effect collective bargaining agreement between the District and CSEA will remain in effect, and govern the personnel policies and procedures for these employees. See Exhibit A for a detailed breakdown of existing Employee payroll expenses.

c. Staffing Changes. In the event that the successful Contractor wishes to change the Bookstore staffing levels or patterns such that employee positions that pre-exist this contract will be reduced or eliminated, such proposed reductions must be approved by the District and are subject to the terms of the CSEA agreement referred to above.

d. Reimbursement of District Employee Expenses; Existing District Bookstore employees will submit to Contractor, and Contractor will submit to District, appropriate District required documentation for routine District payroll processing, approved by Contractor management. The successful Contractor shall either reimburse the District for all salary, wage, and benefit expenses of existing District Bookstore employees who remain working for the Bookstores under this Agreement as District employees, or shall compensate the District in accordance with Section 16g below. If the Contractor will reimburse District for these employee expenses, said reimbursement shall be paid within 30 days of invoice from the District Business Services Office for same.

e. New Employees. New employees are defined as Bookstore employees hired subsequent to the commencement of this contract. They will be the employees of the Contractor, not of the District, and the Contractor shall be responsible for their wage determination, payroll, benefits, and working conditions. The District shall be held harmless from any and all claims, demands, or liabilities on account of all said new employees.

f. Federal and State Laws. The District will not tolerate harassment or discrimination against any person. The successful Contractor shall comply with all state and
federal employment requirements.

g. District Students. The successful Contractor shall provide part-time and temporary work opportunities, giving preference to District students, and taking into consideration academic commitments of student employees in scheduling responsibilities and hours. All Bookstore student position openings shall be posted in the college student employment office. The successful Contractor shall adhere to District student worker guidelines and procedures, and pay students, at the minimum, the prevailing wage rates that are in effect for District student employees.

h. Administrative Employees. The successful Contractor shall fully provide its own accounting, receiving and other administrative staffing.

D. TEXTBOOKS/COURSE MATERIALS

a. Agent. The Contractor shall be SBCCD’s agent for the collection and compilation of the textbook/course materials list and for providing textbooks and course materials to SBCCD Students. The Contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically.

b. Adoption. The Contractor, working with the faculty, shall make every effort to obtain early textbook/course materials adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the Bookstores. The Contractor shall provide timely reports to faculty members concerning the status of their orders.

c. Quantities. The Contractor shall provide sufficient quantities of textbooks/course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the District.

d. Online and Distance. The Contractor shall provide textbook/course materials services to the District’s current and future online and distance learning programs.

e. Coursepacks. The Contractor shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.

f. Rentals. The Contractor shall provide a full-service textbook rental program.

g. Digital. The Contractor shall provide a digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, and other items requested by the District.

h. Website. The Contractor’s Website shall include, but not be limited to, the ability for customers to order and reserve textbooks and course materials.
E. USED TEXTBOOK PROGRAM

a. Availability. SBCCD is extremely committed to providing a strong used textbook program in order to reduce the cost of textbooks to SBCCD Students. The Contractor shall make a significant effort to maximize the availability of used textbooks for purchase by SBCCD Students.

b. Buyback. The Bookstores shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing semester if the book is in sellable condition and is needed by the Bookstores. (i.e., If a textbook was purchased new and has been readopted, then the Bookstores shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then the Bookstores shall pay the student not less than 50% of the original used textbook retail price during buyback.) For textbooks that have not been adopted for an ensuing semester the Bookstores shall pay the student up to 30% of the original price paid, depending on the book’s market value.

F. GENERAL MERCHANDISE

a. Goods Available. The Contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer/technology supplies, computer software, electronics, postage stamps (to be sold at cost), magazines, jewelry, over-the-counter medicine, general books, reference books, general merchandise, novelty gifts, school supplies, art supplies, greeting cards, convenience items, health and beauty aids, special order services, class rings, graduation regalia and graduation-related merchandise, and other merchandise and services expected from full-service college bookstores.

b. Promotion. The Contractor shall promote and brand SBCCD by offering a broad selection of emblematic clothing and gifts. The Contractor shall provide exceptional value to SBCCD customers by offering high quality products and services at fair prices and multiple price points. The Contractor shall continually expand and introduce new product lines that appeal to the SBCCD community. All emblematic designs are subject to the prior approval of SBCCD.

c. Website. The Contractor shall be required to maintain a full-service SBCCD Bookstore Website featuring a full range of SBCCD emblematic merchandise.

d. Class Rings. The Contractor shall sell class rings in the Bookstores and shall manage the SBCCD class ring program. All class ring designs are subject to the prior approval of SBCCD.

e. Graduation Regalia/Graduation Merchandise. During graduation, the Contractor shall purchase and distribute graduation regalia. The Contractor shall sell related graduation merchandise (i.e., diploma frames, diploma covers, announcements, and any other items requested by District) in the Bookstores and at other locations as designated by the District.

f. Non-exclusive Rights. The Contractor shall have the non-exclusive right to use the
colleges’ or District’s seals and logos on store signage, the store Website, and on items which are manufactured to be sold by the Bookstores in this Agreement.

G. DISCOUNTS

a. Faculty and Staff. District faculty and staff shall receive discounts of 10% or greater off regular retail prices on any merchandise regularly carried or available for purchase.

b. ASB. Students with ASB stickers shall receive discounts of 5% or greater off regular retail prices on any merchandise regularly carried or available for purchase.

H. TENDER TYPES

a. Types Accepted. At a minimum, the Contractor shall accept cash, personal checks, major credit cards (including but not limited to Master Card, VISA, American Express and Discover), Bookstore gift cards/gift certificates, debit cards, SBCCD Department Charges, scholarship charges/vouchers, financial aid account debit cards/vouchers, and other charge programs (including, but not limited to Cal Works, Veterans, EOPS/CARE, Valley Bound, Middle College High School, and County Gain programs). Contractor will pay all merchant charges associated with acceptance of credit cards.

b. Collection Expenses. The Contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and debit card transactions.

c. Department Charges. SBCCD Departments shall be allowed to charge department purchases at the Bookstores. The Bookstores will bill SBCCD Departments for department charges on a monthly basis.

d. Gift Cards/Certificates. The Contractor shall accept unredeemed gift cards and unredeemed gift certificates, i.e., gift cards and gift certificates that were sold to customers by the Bookstores prior to the commencement of the contract. The Contractor shall bill the District on a monthly basis for transactions that occurred the previous month for gift cards and gift certificates that were issued by the Bookstores prior to the commencement of the contract, but redeemed after the commencement of the contract.

I. TECHNOLOGY

a. Technology Investment. The Contractor shall provide technology to deliver service and theft prevention to the satisfaction of the District.

b. Website. The Contractor shall provide and maintain a Website for the SBCCD Bookstores that is convenient for students to use and is subject to District approval.

c. Customer Data. Customer data must not be shared or sold by the Contractor without the express written approval of the District Vice Chancellor of Business & Fiscal Services.
d. Security Breach. The Contractor shall notify the District promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The Contractor shall, within one day of discovery, report to the District any use or disclosure of customer data not authorized in writing by the District Vice Chancellor of Business & Fiscal Services. The Contractor’s report to the District shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the District. The above provisions shall be extended by contract to all subcontractors used by the Contractor who are provided access to customer data by the Contractor.

e. Payment Card Industry (“PCI”) Compliance. To ensure all possible steps are taken to secure student, faculty, and staff personal data, all in-store technology and e-commerce processing must be PCI compliant. The Contractor shall provide annual PCI certification documentation.

J. ACCOUNTING/BOOKKEEPING PRACTICES

a. Records. The Contractor shall maintain records of all sales, collections and inventories from District operations, including Internet sales and other records as mutually agreed for a minimum of seven (7) years.

b. Practices. All bookkeeping and accounting practices shall be in sufficient detail to meet requirements applicable to a California Community College and California Education Code, Title V; be consistent with best practices of the college bookstore industry; and be in compliance with all Federal and State laws and regulations, and GAAP financial bookkeeping reporting.

K. FINANCIAL REPORTING

a. Non-audited Reports. On a monthly basis, the Contractor shall submit a sales report to the District, including sales by category and total sales for the Bookstores (by location and consolidated). On a quarterly basis, the Contractor shall submit a detailed SBCCD Bookstore financial statement to the District. At a minimum, the SBCCD Bookstore financial statement shall include the following:
   • Sales by Category
   • Total Sales (by location and consolidated)
   • Cost of Goods Sold
   • Gross Margin
   • Personnel Expenses
   • Direct Operating Expenses
   • Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
   • Rent/Commission Paid to the District
• Profit/Loss
• Dollar Amount of "Retail Textbook Buyback"
• Dollar Amount of "Wholesale Textbook Buyback"
• Number of Class Rings Sold
• Website Sales

b. Audited Reports. The Contractor shall provide the District with a copy of its audited financial statements prepared by an independent Certified Public Accounting firm on an annual basis within four (4) months following the end of Contractor’s fiscal year.

c. Random Audits. The Contractor, District, or their representatives, may, without prior notice, conduct random audits of the Bookstores on a regular basis and report results to District within 30 days.

L. ACCESS AND AUDITS

a. Inspection. The Contractor agrees to permit auditors or authorized representatives of the District or State of California to examine, inspect, and have access to the books, records, papers, equipment, and facilities of the Bookstores at all reasonable times in order to assure that each of the provisions of this Contract is being performed in a manner satisfactory to District.

b. Maintenance. The Contractor shall maintain adequate records for at least seven (7) years after completion of this contract. District shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at District’s cost upon ten (10) days written notice.

c. Document Types. The District’s/State’s auditors may, at a minimum, need access to the following documents during an audit: Sales Receipts, Cancelled checks, Deposit slips, Inventory reports, Payroll records, and Insurance documents.

d. Location. The above listed records shall be kept on the Contractor’s campus premises, and be made available at those locations.

M. FACILITY INVESTMENT REQUIREMENTS

a. Facility Investment. The Contractor will be required to provide, to the satisfaction of the District, retail bookstore facilities and fixtures throughout the term of the contract, including appropriate storage space for students’ backpacks. Contractors are required to submit proposed facility investments, including the dollar amount and redesign concept, as part of their response to this RFP. The facility investment for the SBCCD Bookstores must meet District standards; must be approved in advance by the District; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the Contractor. Any subcontractor used by the Contractor to assist with making facility improvements must be approved in advance by the District.

b. Signage. Signs for identification and hours of operation will be posted at the
entrance of the store. All signs and signage will be provided by the Contractor. All exterior signage, banners, etc., must adhere to College/District requirements, and the Contractor must obtain prior written approval from the College/District.

c. Timing of Facility Investment. The timing of the facility investment for the Bookstores’ facilities is subject to prior approval of the District.

N. DISTRICT OBLIGATIONS

The District shall provide the Contractor with:

a. Bookstore facility on the San Bernardino Valley College Campus, consisting of approximately 7,000 square feet.

b. Bookstore facility on the Crafton Hills College Campus, consisting of approximately 3,785 square feet. This facility is located in the same building as the Cafeteria. The square footage provided is that portion dedicated to the Bookstore.

c. Access to campus web services, telephone services, and voice answering system.

d. Security service for the Bookstores provided by SBCCD in the same manner provided for other SBCCD buildings.

e. Water, electricity, HVAC, trash pickup, and pest control services.

O. CONTRACTOR OBLIGATIONS

The Contractor shall provide the following as part of its management and operation of the Bookstores:

a. Vehicles. The Contractor shall provide any Vehicle(s) necessary for the operation of the Bookstores.

b. Cleaning and Maintenance. The Contractor shall maintain the interior of the Bookstores to the satisfaction of the District. This maintenance shall include regular cleaning of floors, walls, windows, fixtures, furniture, and equipment, and other related custodial services.

c. Emergency Key/Access to Facilities. The Contractor shall supply an emergency key to be left with the SBCCD Police Department. Emergency entry into the Bookstores by District, without prior knowledge of store managers, will be reported to the store managers as soon as possible. Occasionally a District representative may be required to gain access to the Bookstores for the purpose of non-emergency inspections. Store managers will be notified of these inspections as soon as possible. These inspections may be performed during times when the Bookstores are closed.

d. Internal Security. The Contractor shall collaborate with the SBCCD Police Department and the SBCCD Administration concerning questions of discipline,
enforcing regulations, and internal security and theft control in the Bookstores. The District expects the Contractor's first point of contact with regard to security and safety issues for the Bookstores shall be the SBCCD Police Department. Contractor shall inform District before taking any legal action against any District student or employee. District reserves the right to have input into disciplinary matters for its students and employees.

e. American's with Disabilities Act ("ADA") Requirements. The Contractor shall meet the Bookstores' needs of handicapped students and all ADA requirements.

f. Sublease. The Contractor will not sublease or assign, either in whole or in part, any portion of the structures provided.

g. Security Deposit. The Contractor will be required to post a security deposit at least ten (10) days prior to taking possession of the property, in the amount of One Hundred Thousand Dollars ($100,000) payable by cashier's check or bank transfer.

h. Credit. The Contractor agrees that it will not in any manner use the credit or the name of District in connection with its business or affairs without prior written consent of the District.

P. ADDITIONAL INFORMATION TO BE PROVIDED BY CONTRACTOR

a. Financial Reports. Furnish evidence of financial stability and provide complete current financial statements or reports for the past five (5) fiscal years of operation, including a statement by a Certified Public Accountant for each report.

b. Contractor's Company Information. Describe in detail company resources at local, regional, and headquarters level available to support on-site management. Indicate management training policies and company requirements of minimum experience of manager(s) who would be assigned to operate the Bookstores. An organization chart must accompany this description.

Describe professional staff support provided to the on-site manager, such as marketing and advertising expertise, computerized operations, and assistance provided for the Bookstore environment.

c. Contractor References. Provide a list of all educational institutions which are currently being served by Contractor. Provide a list of two-year community colleges with enrollment levels and sales similar to SBCCD colleges that the Contractor is currently serving or has served within the last five (5) years and furnish names, addresses, email addresses, and telephone numbers of individuals who can be contacted by the District for these references. Provide a list of all educational institutions that have terminated service for cause in the last 15 years. In addition, provide a list of all educational institutions that have terminated service for reasons other than cause in the last three (3) years. In all cases, include reasons for such termination.

d. Existing Inventory. Explain financial formula for basis of price offered for existing inventory and current unapplied credit memos due the District (for example, “cost
basis less X\%”). On expiration of the contract, if the contract is not renewed, the successful Contractor shall offer for sale to the District the then existing inventory, priced based on the same basic financial formula as used for the purchase of existing inventory at commencement of this contract. (Note: “Current unapplied credit memos” is defined as credit memos that have been issued during the past eighteen (18) months, and have not yet been applied.)

e. Existing Equipment, Fixtures, and Assets. Explain financial formula for basis of price offered for existing equipment, fixtures, and assets. On expiration of the contract, if the contract is not renewed, the successful Contractor shall offer for sale to the District the then current existing equipment, fixtures and assets (such as, but not limited to, furniture, fixtures, display cases, cash registers, etc.) at fair market value as agreed upon by Contractor and District. If the parties cannot reach an agreed-upon value, the fair market value shall be determined by an independent appraiser mutually selected by District and Contractor. The existing Bookstores cash assets and cash fund balances remain the full property of the District. Disposition of accounts payables and accounts receivables will be negotiated with the successful Contractor; and such disposition will be included in the proposed contract.

f. Facility Investment. The successful Contractor will be required to provide retail bookstore facilities and fixtures throughout the term of the contract that meet the needs of the District. Provide the dollar amount and the concept for the redesign of the Bookstore spaces. In addition, include how the following will be handled: ownership of any facility investment or any added fixtures, depreciation thereon, accounting to the District, and responsibility for payment of design and planning fees. In addition, describe how the District will be compensated if the actual amount spent by the Contractor on the facility investment is less than the amount offered in the Contractor’s proposal.

g. Investment Proposal. The successful Contractor will be required to propose different compensation structures that might be available to the District, i.e. funding early retirement for existing Bookstore employees, revenue sharing, reimbursing employee compensation, etc.

h. Donations and Scholarships. The successful Contractor will be expected to donate merchandise and Bookstore gift cards to campus events, programs, and activities. The successful Contractor will also be expected to establish a scholarship fund with each College Foundation and fund it annually. Explain how these will impact commission revenue payable to District.

Other revenue. Explain any other potential revenue sources available to the District.

j. Existing Employees. Explain how any future raises or increases in benefits costs will impact the commission revenue payable to District.

k. Internships. The District would like to develop District-financed internship programs to support related academic programs such as Accounting, Warehousing, and Entrepreneurship. Describe the Contractor’s willingness to participate in these types of programs.
l. Textbook/Course Materials Adoption. Describe the Contractor’s strategies for working with SBCCD’s Faculty and Staff on the textbook/course materials adoption process.

m. Affordable Textbooks/Course Materials. The District is extremely committed to making textbooks/course materials affordable to SBCCD Students. The Contractor’s textbook/course materials pricing policies should be innovative. Describe Contractor’s pricing policies, practices and margins for all new and used books, course materials, and merchandise. Describe Contractor’s strategies for seeking more affordable textbook purchase options for students throughout the contract. An annual plan for such will be required, and will be reviewed, discussed and approved by the District.

n. Used Textbooks. The successful Contractor will be required to continue the District’s current used textbook, textbook rental and “ebook” programs, and to expand these programs. Describe how the Contractor will accomplish this.

o. Pricing Other Merchandise. Describe the Contractor’s strategies for pricing all other merchandise (clothing, giftware, supplies, etc.).

p. Discounts/Department Charges. Describe how all discounts/department charges would be handled by the Contractor.

q. Technology. Describe the Contractor’s strategies, and provide examples, for providing technology that delivers service and theft prevention that meets the needs of the District.

r. Website. Describe the Contractor’s strategies for providing and maintaining a Website for the SBCCD Bookstores that is convenient for students to use and meets the needs of the District.

s. Supporting the Mission. Describe the Contractor’s strategies for supporting the mission of the Colleges, becoming involved in the academic, cultural, and social environment at the Colleges, and taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of the Colleges.

t. Student Organizations. Describe the Contractor’s strategies for cooperating in order to assist and be supportive to student organizations and student activities of SBCCD with respect to Bookstore services and merchandise.

u. Excellent Service. Describe the Contractor’s strategies, and provide examples, for ensuring excellent service to both customers and the District in the operation of the Bookstores.

v. Regular Meetings. The successful Contractor will be expected to meet regularly with the District and Campus representatives to review Bookstore operations and shall be expected to work cooperatively with them in the development and improvement of the Bookstores’ program, services, and policies. Explain how often the Contractor would meet, who on their staff would attend such meetings, and how they would
work with District and Campus representatives on improvements.

w. Needs Assessment. Describe the means used by Contractor management and on-site managers to acquire and use information about consumer requirements and to assess needs of students, faculty, and staff; include a description of procedures used to insure customer satisfaction with pricing, and goods and services provided.

x. Compatibility. The District uses DataTel to download student, course, and EOPS/CARE information. Describe how you will meet all technology compatibility requirements to access DataTel as necessary.

y. Transition Plan. The Contractor shall propose a detailed transition plan including dates and required activities of the Contractor and the Contractor's expectations of the District to ensure uninterrupted Bookstore operations. The plan should, among other things, identify the key personnel that would be assigned to the District's project and include a brief description of their qualifications, job functions and office locations. The plan should designate a Manager who would provide day-to-day direction of the required work and become the District's primary contact person. The plan should also include a simple organization chart which clearly delineates communication/reporting relationships among the project staff.

Q. OTHER INFORMATION

a. No District Obligation to Contract. Receipt of proposals in response to this RFP does not obligate the District in any way. The right to accept or reject any proposal, or to negotiate with more than one proposer concurrently, shall be exercised solely by the District. The District shall retain the right to abandon the RFP process at any time prior to the actual execution of a contract with a Contractor, and the District shall bear no financial or other responsibility in the event of such abandonment.

b. The District Not Responsible for Preparation Costs. All costs incurred in the preparation, submission and/or presentation of the proposal response to this RFP, including, but not limited to, the Contractor's travel expenses to attend any pre-proposal conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Contractor and will not be reimbursed by the District. The District shall not pay for any costs incurred for proposal or contract preparation because of termination of the contract resulting from this RFP.

c. Right to Use Ideas. All proposals submitted become the property of the District. The District reserves the right to use any ideas presented in any response to the RFP, while respecting proprietary information provided by the Contractor. Any proprietary information submitted must be clearly marked as such. Selection or rejection of the proposal shall not affect this right.

d. Exceptions/Deviations. Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations." Alternative approaches to meet the District's requirements should be thoroughly explained.
## R. LIST OF EXHIBITS

### Exhibit A – 16/17 Fiscal Year Existing Employee Payroll Expenses

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$535,814.08 $22,299.24 $268,873.80 $826,987.12

The Bookstore also employees many student workers. Their wages aren't included above.
## Exhibit B - Bookstore Financial Reports

### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT BOOKSTORES

#### COMBINED

**BALANCE SHEET**

**FIVE-YEAR COMPARATIVE REPORT**

**JUNE 30**

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### Liabilities

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<td>DUE TO OTHER FUND</td>
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### Capital

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<td>1,792,033.15</td>
<td>2,046,499.91</td>
<td>2,605,359.28</td>
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## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT BOOKSTORES
### COMBINED
#### INCOME STATEMENT
##### FIVE-YEAR COMPARATIVE REPORT

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<td><strong>Less Non-Operating Rev/Exp.</strong></td>
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<td><strong>Net Income</strong></td>
<td>(235,536.51)</td>
<td>(277,342.61)</td>
<td>(155,578.47)</td>
<td>(148,179.45)</td>
<td>(344,594.84)</td>
</tr>
</tbody>
</table>

**END OF BID DOCUMENT**
Appendix A

Non-Collusion Declaration

STATE OF CALIFORNIA

The undersigned declares:

I am the __________________ of ________________________________, the party (Title) (CONTRACTOR Name)
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _________ day of __________________________, 20___ at _____________________________________.

(City, State)

Signed: _____________________________________
Appendix B

Contractor Profile Form & Designation of Names

CONTRACTOR Name: ________________________________________________________________

DUE NO LATER THAN 3:00 P.M. PST on 2/24/17

In response to SBCCD’s Notice Inviting Proposals for Bookstore Services, the undersigned submits this firm offer to:

SBCCD
RFP # 2017-04, Bookstore Services
Attn: Steven Sutorus, Business Manager
114 S. Del Rosa Dr.
San Bernardino, CA 92408

Section 1: Designation of Names

Person Responsible for Bid: _________________________________________________________

Street Address: ________________________________________________________________

SBCCD, State & Zip: _____________________________________________________________

Telephone: __________________ Fax: __________________

Email: ____________________________________________________________

Business Type: __________________ TIN: __________________

(Corporation, Sole Proprietorship, etc.) (EIN or SSN)

Section 2: Bid

CONTRACTOR must enter a fixed price for each Unit Price item in the space(s) provided on the pricing page of the Bid Form if applicable. Bidder’s unit prices shall include all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs and expenses to produce and deliver as required. Prices must be net including discounts.

I, __________________, the undersigned, the _____________________________ of

(Type/Print Name) (Title)

(Name of Company), hereby declare that I am duly authorized to execute this Bid Form; that I have carefully examined the requirements of this Bid; acknowledge receipt and incorporation of any applicable Addenda, ____________; that this Bid Form constitutes a firm offer to SBCCD that if awarded, all prices shall remain effective as required on this Bid Form; and that, under penalty of perjury under the laws of the State of California, to the best of my knowledge and belief, the information contained in this Bid Form is true and correct.

Signature: ____________________________ Date: _____
Appendix C

SERVICES AGREEMENT
(Sample)

114 SOUTH DEL ROSA DRIVE
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the San Bernardino Community College District (SBCCD) hereinafter referred to as “DISTRICT”, and _______________ hereinafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, the DISTRICT requires services and/or advice of a highly specialized and technical nature in connection with __________ services; and

WHEREAS, the CONTRACTOR is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES
   Services shall be rendered per RFP of this agreement and the CONTRACTOR’S proposal which is attached hereto and incorporated herein as Attachment “A” (“PROPOSAL”). In the event of a discrepancy, inconsistency, or other difference between the terms of the PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall be controlling and shall govern, and the incorporation of the PROPOSAL into this AGREEMENT shall be subject to the applicable exclusions.

2. TERM
   CONTRACTOR will commence work under this agreement on______________, and will diligently pursue the work thereafter. CONTRACTOR will proceed on the work per approved purchase order(s), as-needed requests by each campus of the district office, and project-by-project basis. This agreement will be valid until______________. CONTRACTOR shall not commence work until the Board has approved the Agreement. In accordance with Education Code section 81644, the total term of this AGREEMENT shall not exceed five (5) years from the date first written above.
3. COMPENSATION (if applicable)
   a. Payment(s) shall be made in the following manner: Reimbursable items must be stated in the proposal and pre-approved in the purchase order. Original receipts are required with invoicing.
   
   b. Total compensation shall not exceed the “Not to Exceed” amount during the term of the Agreement. DISTRICT shall issue purchase orders to CONTRACTOR for work specifying the scope of services to be performed, the schedule for work to be performed, deliverables, and the amount authorized to be expended for each portion of work. Work may not be performed by CONTRACTOR without a purchase order.
   
   c. No change order can be made or incorporated into this agreement to increase the not to exceed amount without prior authorization by the Board of Trustees. Therefore, the “Not to Exceed” amount for this contract is set at ____________.
   
   d. Billing:
      CONTRACTOR shall invoice DISTRICT in triplicate upon completion of each phase of services rendered and provide original receipts or all reimbursable expenses.
   
   e. DISTRICT will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement, but will provide CONTRACTOR with a statement of payments made by DISTRICT to CONTRACTOR at the conclusion of each calendar year.

4. TERMINATION
   a. This AGREEMENT may be terminated by either PARTY upon fifteen (15) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONTRACTOR. In the event termination is for a substantial failure of performance by CONTRACTOR, all damages and costs associated with the termination, including increased CONTRACTOR and replacement CONTRACTOR costs shall be deducted from payments owed to the CONTRACTOR.
   
   b. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience or without cause in accordance with Section 4.c below, and CONTRACTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONTRACTOR.
   
   c. This AGREEMENT may be terminated for convenience or without cause by DISTRICT upon fifteen (15) days written notice to the CONTRACTOR. In the event of a termination for convenience or without cause, the DISTRICT shall pay to the CONTRACTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll
records, and expense reports up until the date of notice of termination plus any sums due the CONTRACTOR for Board approved extra services.

d. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONTRACTOR’S sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after all required services have been rendered and completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONTRACTOR the undisputed amounts due under this AGREEMENT.

e. The PARTIES understand and agree that Section 4 of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Attachment shall be void and unenforceable between the PARTIES.

5. RELATIONSHIP OF PARTIES
DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines. The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

6. CONTRACTOR’S STATUS
Contractor expressly represents and covenants that he/she is a business duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

7. INSURANCE PROVISIONS
The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

I. A. The DISTRICT, its officers, officials, employees and volunteers are to be covered as insured’s as respects: liability arising out of work performed
by or on behalf of CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.

B. For any claims related to this project, the CONTRACTOR’s Insurance coverage shall be primary insurance as respect the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day’s prior written notice has been proved to the DISTRICT.

II. Professional liability, and/or Errors & Omissions coverages are written on a claims-made form:

A. The retroactive date must be shown, and must be before the date of the contract and/or the beginning of the contract work.

B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contracted work.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

D. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.

III. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-VII unless otherwise acceptable to the DISTRICT. Exception may be made for Stat Compensations Insurance Fund when no specifically rated.

IV. Verification of Coverage: Contractor shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by the clause. The Endorsement should be in a format that conforms to DISTRICT requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage require by these specifications at any time.

V. Waiver of Subrogation: CONTRACTOR hereby agrees to waive subrogation which any insurer or contractor may acquire form vendor by virtue of the
payment or any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

VI. Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

8. **CONTRACTOR shall maintain Insurance with limits of no less than as** stated below:
   General Liability shall have a limit no less than of $3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Automobile Liability shall have a limit no less than $3,000,000 per accident for bodily injury and property damage. The DISTRICT shall be endorsed as additional insured on the policy.

   Workers’ Compensation shall have a limit no less that as required by the State of California.

   Professional Liability shall have a limit no less than $3,000,000 per occurrence

9. **HOLD HARMLESS**
   To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

   a. **Workers Compensation and Employers Liability**: Any and all claims under Workers’ Compensation acts and other employee benefit acts with respect to CONTRACTOR’S employees or CONTRACTOR’S subcontractor’s employees arising out of CONTRACTOR’S work under this AGREEMENT; and

   b. **General Liability**: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person, firm or corporation employed by the CONTRACTOR or the DISTRICT upon or in connection with the services provided pursuant to this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent CONTRACTORs who are directly employed by the DISTRICT;

   c. The CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any
such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

d. The PARTIES understand and agree that Section 7 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code section 2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Attachment shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the CONTRACTOR’S liability to the DISTRICT in an Attachment shall be void and unenforceable between the PARTIES.

10. AMENDMENTS
This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

11. ATTORNEY’S FEES
Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs incurred as a consequence hereof.

12. ENTIRE AGREEMENT
There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

13. INDEPENDENT CONTRACTOR
CONTRACTOR is an independent contractor and not an officer, agent, servant, or employee of DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and sub grantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents, or sub grantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.
14. LAW TO GOVERN: VENUE
The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

15. NOTICES
All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

IF TO DISTRICT
Steven Sutorus, Business Services
SBCCD
114 South Del Rosa Drive
San Bernardino CA 92408
909-382-4031

IF TO CONTRACTOR
___________________
___________________
___________________

16. VALIDITY
If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

17. EXHIBIT AND ADDENDUM INCORPORATED
Exhibit “A” is attached hereto and incorporated into this Agreement by reference.

18. PUBLIC EMPLOYEE
If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this agreement will be performed at times other than CONTRACTOR’S regular assigned workday for said entity or during periods of vacation or leave of absence from said entity.

19. STRS RETIREE
CONTRACTOR shall provide DISTRICT with a statement indicating whether or not CONTRACTOR is a retired member of the State Teacher’s Retirement System of the State of California.

20. ASSIGNMENT
This Agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by
either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

_______________________________________________   Date______________

DISTRICT SIGNATURE
Steven J. Sutorus, Business Manager

_______________________________________________   Date______________

CONTRACTOR SIGNATURE

Name: ________________________________

Title: ________________________________
APPENDIX D

LOCAL VENDOR DESIGNATION

SBCDD AP 6330 Section 3: The Purchasing Department will accept recommendations from the requesting department for potential vendors, but will endeavor, where possible, to encourage the use of local and small business enterprises in its procurement activities. On all procurement activities that must be competitively bid, or for which the District must receive quotes, such will be evaluated with a ten (10%) percent preference for local vendors. The vendor must claim local vendor preference to be considered. Please note the following exceptions:

• Those contracts which State Law or, other law or regulation precludes this local preference.
• Purchases made through cooperative purchasing and leveraged procurement agreements and piggy-back purchases.
• Public Works construction projects.

A "local" vendor will be approved as such when, 1) it conducts business in a physical location within the County of San Bernardino; and 2) it holds a valid business license issued by an agency within the County of San Bernardino; and 3) business has been conducted in such a manner for not less than six months prior to being able to receive the preference. Proof of eligibility will be provided to the District as part of the vendor application process.

Subject to the Local Vendor Preference, final vendor designation will be made by the Purchasing Department.

Is your company requesting to be designated as a local vendor?  Yes_____ No____

If yes, does your company conduct business in a physical location within the County of San Bernardino?  Yes_____ No____

If yes, does your company hold a valid business license issued by an agency within the County of San Bernardino?  Yes_____ No____

If yes, please include a copy of your current business license as an attachment to this application.

If yes, has your company been conducting business in San Bernardino County for at least six months?  Yes ____ No____